

EXHIBIT 2

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6 BANKRUPTCY RECOVERY GROUP, LLC
7 TALITHA GRAY KOZLOWSKI, ESQ.
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17 *Special Counsel for Debtor*

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

IN RE:
CASH CLOUD, INC., d/b/a COIN CLOUD,
Debtor.

Case No. 23-10423-mkn

Chapter 11

CASH CLOUD, INC. d/b/a COIN CLOUD,
Plaintiff,
v.
TWILIO INC.,
Defendant.

Adv. Pro. No. 25-01087-mkn

Hearing Date: April 15, 2025
Hearing Time: 10:30 a.m.

**ORDER APPROVING MOTION: (1) PURSUANT TO FED. R. BANKR. P. 9019 TO
AUTHORIZE AND APPROVE SETTLEMENTS BETWEEN DEBTOR AND (1) 7-
ELEVEN, INC.; (2) AMERICAN EXPRESS NATIONAL BANK; (3) SECURETRANS,
INC.; (4) BIBBEO LTD.; (5) CYBERCODERS, INC.; (6) DATAART SOLUTIONS, INC.;
(7) DSH DELIVERY LLC; (8) GRANITE TELECOMMUNICATIONS LLC; (9) H-E-B,**

1 **LP; (10) LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.; (11) RANDSTAD
2 NORTH AMERICA, INC.; (12) REPUBLIC SILVER STATE DISPOSAL, INC.; (13)
3 SIEMENS INDUSTRY, INC.; (14) SIMON PROPERTY GROUP, INC.; (15) SMITH &
4 SHAPIRO PLLC; (16) TWILIO INC.; AND (17) STATE REGULATORY REGISTRY
5 LLC; AND (II) PURSUANT TO FED. R. BANKR. P. 328, 330, AND 331 FOR AWARD
6 AND PAYMENT OF CONTINGENCY FEE AND EXPENSES**

7 Coin Cloud, Inc. d/b/a Coin Cloud (“Debtor”) filed the *Motion: (I) Pursuant to Fed. R.*
8 *Bankr. P. 9019 to Authorize and Approve Settlements Between Debtor and (1) 7-Eleven, Inc.; (2)*
9 *American Express National Bank; (3) Securetrans, Inc.; (4) Bibbeo Ltd.; (5) CyberCoders, Inc.;*
10 *(6) DataArt Solutions, Inc.; (7) DSH Delivery LLC; (8) Granite Telecommunications LLC; (9) H-*
11 *E-B, LP; (10) Love's Travel Stops & Country Stores, Inc.; (11) Randstad North America, Inc.;*
12 *(12) Republic Silver State Disposal, Inc.; (13) Siemens Industry, Inc.; (14) Simon Property Group,*
13 *Inc.; (15) Smith & Shapiro PLLC; (16) Twilio, Inc.; and (17) State Regulatory Registry LLC; and*
14 *(II) Pursuant to Fed. R. Bankr. P. 328, 330, and 331 for Award and Payment of Contingency Fee*
15 *and Expenses* (the “Motion”),¹ which came on for hearing before the above-captioned Court on
16 April 15, 2025, at 10:30 a.m. All appearances were duly noted on the record.

17 The Court reviewed the Motion and all matters submitted therewith. The Court considered
18 the argument of counsel made at the time of the hearing and found that notice of the Motion was
19 proper. The Court found that: (i) based on the entire record, Debtor’s request for approval of the
20 Settlement Agreements represents the exercise of its sound, properly informed, business judgment;
21 (ii) the Settlement Agreements are in the best interest of the estates and satisfy the requirements of
22 Bankruptcy Rule 9019; and (iii) the Settlement Agreements satisfy the factors set forth in *In re*
23 *A&C Properties, Inc.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The Court stated its additional findings
24 of fact and conclusions of law on the record at the hearing on the Motion, which are incorporated
25 herein by this reference in accordance with Rule 52 of the Federal Rules of Civil Procedure, made
26 applicable pursuant to Rule 9014 of the Federal Rules of Bankruptcy Procedure. Good cause
27 appearing therefor;

28 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

- 1 1. The Motion is GRANTED in its entirety.
- 2 2. The terms and conditions included in the Settlement Agreement between Debtor
3 and 7-Eleven, Inc. in the form attached as Exhibit 3 to the Motion is **APPROVED** and Debtor is
4 authorized and directed to enter into, to be bound by, and to carry out the transactions contemplated
5 by such Settlement Agreement.
- 6 3. The terms and conditions included in the Settlement Agreement between Debtor
7 and American Express National Bank. in the form attached as Exhibit 4 to the Motion is
8 **APPROVED** and Debtor is authorized and directed to enter into, to be bound by, and to carry out
9 the transactions contemplated by the such Settlement Agreement.
- 10 4. The terms and conditions included in the Settlement Agreement between Debtor
11 and Securetrans, Inc. in the form attached as Exhibit 5 to the Motion is **APPROVED** and Debtor
12 is authorized and directed to enter into, to be bound by, and to carry out the transactions
13 contemplated by such Settlement Agreement.
- 14 5. The terms and conditions included in the Settlement Agreement between Debtor
15 and Bibbeo Ltd. in the form attached as Exhibit 6 to the Motion is **APPROVED** and Debtor is
16 authorized and directed to enter into, to be bound by, and to carry out the transactions contemplated
17 by such Settlement Agreement.
- 18 6. The terms and conditions included in the Settlement Agreement between Debtor
19 and Cybercoders, Inc. in the form attached as Exhibit 7 to the Motion is **APPROVED** and Debtor
20 is authorized and directed to enter into, to be bound by, and to carry out the transactions
21 contemplated by such Settlement Agreement.
- 22 7. The terms and conditions included in the Settlement Agreement between Debtor
23 and DataArt Solutions, Inc.. in the form attached as Exhibit 8 to the Motion is **APPROVED** and
24 Debtor is authorized and directed to enter into, to be bound by, and to carry out the transactions
25 contemplated by such Settlement Agreement.
- 26 8. The terms and conditions included in the Settlement Agreement between Debtor
27 and DSH Delivery LLC in the form attached as Exhibit 9 to the Motion is **APPROVED** and
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1 Debtor is authorized and directed to enter into, to be bound by, and to carry out the transactions
 2 contemplated by such Settlement Agreement.

3 9. The terms and conditions included in the Settlement Agreement between Debtor
 4 and Granite Telecommunications LLC in the form attached as Exhibit 10 to the Motion is
 5 **APPROVED** and Debtor is authorized and directed to enter into, to be bound by, and to carry out
 6 the transactions contemplated by such Settlement Agreement.

7 10. The terms and conditions included in the Settlement Agreement between Debtor
 8 and H-E-B, LP in the form attached as Exhibit 11 to the Motion is **APPROVED** and Debtor is
 9 authorized and directed to enter into, to be bound by, and to carry out the transactions contemplated
 10 by such Settlement Agreement.

11 11. The terms and conditions included in the Settlement Agreement between Debtor
 12 and Love's Travel Stops & Country Stores, Inc. in the form attached as Exhibit 12 to the Motion
 13 is **APPROVED** and Debtor is authorized and directed to enter into, to be bound by, and to carry
 14 out the transactions contemplated by such Settlement Agreement.

15 12. The terms and conditions included in the Settlement Agreement between Debtor
 16 and Randstad North America, Inc. in the form attached as Exhibit 13 to the Motion is **APPROVED**
 17 and Debtor is authorized and directed to enter into, to be bound by, and to carry out the transactions
 18 contemplated by such Settlement Agreement.

19 13. The terms and conditions included in the Settlement Agreement between Debtor
 20 and Republic Silver State Disposal, Inc. in the form attached as Exhibit 14 to the Motion is
 21 **APPROVED** and Debtor is authorized and directed to enter into, to be bound by, and to carry out
 22 the transactions contemplated by such Settlement Agreement.

23 14. The terms and conditions included in the Settlement Agreement between Debtor
 24 and Siemens Industry, Inc. in the form attached as Exhibit 15 to the Motion is **APPROVED** and
 25 Debtor is authorized and directed to enter into, to be bound by, and to carry out the transactions
 26 contemplated by such Settlement Agreement.

27 15. The terms and conditions included in the Settlement Agreement between Debtor
 28 and Simon Property Group, Inc. in the form attached as Exhibit 16 to the Motion is **APPROVED**

1 and Debtor is authorized and directed to enter into, to be bound by, and to carry out the transactions
 2 contemplated by such Settlement Agreement.

3 16. The terms and conditions included in the Settlement Agreement between Debtor
 4 and Smith & Shapiro PLLC in the form attached as Exhibit 17 to the Motion is **APPROVED** and
 5 Debtor is authorized and directed to enter into, to be bound by, and to carry out the transactions
 6 contemplated by such Settlement Agreement.

7 17. The terms and conditions included in the Settlement Agreement between Debtor
 8 and Twilio, Inc. in the form attached as Exhibit 18 to the Motion is **APPROVED** and Debtor is
 9 authorized and directed to enter into, to be bound by, and to carry out the transactions contemplated
 10 by such Settlement Agreement.

11 18. The terms and conditions included in the Settlement Agreement between Debtor
 12 and State Regulatory Registry LLC in the form attached as Exhibit 19 to the Motion is
 13 **APPROVED** and Debtor is authorized and directed to enter into, to be bound by, and to carry out
 14 the transactions contemplated by such Settlement Agreement.

15 19. Debtor is hereby authorized to execute any additional documentation as may be
 16 required to implement the terms of the forgoing Settlement Agreements.

17 20. Pursuant to Sections 328, 330, and 331, BRG, as special counsel for Debtor, is
 18 awarded the Contingency Fee of \$33,528.43, which shall be paid by Debtor at the time it receives
 19 its recovery from the settlements and without the need for further order of the Court.

20 21. Pursuant to Sections 330 and 331, BRG is awarded reimbursement of actual,
 21 necessary expenses incurred in the amount of \$16,942.87, which shall be paid by Debtor out of
 22 the proceeds of the settlements approved above without need for further order of the Court.

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1 22. This Court shall retain jurisdiction to enforce this Order and the terms of the
2 Settlement Agreements.

3 **IT IS SO ORDERED.**

4 PREPARED AND SUBMITTED:

5 BANKRUPTCY RECOVERY GROUP, LLC

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7 By: TALITHA GRAY KOZLOWSKI, ESQ.
8 GARRETT NYE, ESQ.
9 7251 Amigo Street, Suite 210
10 Las Vegas, Nevada 89119
11 *Special Counsel for Debtor*

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1 **LR 9021 CERTIFICATION**

2 In accordance with LR 9021, counsel submitting this document certifies that the order
3 accurately reflects the court's ruling and that (check one):

- 4 The court waived the requirement of approval under LR 9021(b)(1).
- 5 No party appeared at the hearing or filed an objection to the motion.
- 6 I have delivered a copy of this proposed order to all counsel who appeared
7 at the hearing, and any unrepresented parties who appeared at the hearing,
8 and each has approved or disapproved the order, or failed to respond, as
9 indicated above.
- 10 I certify that this is a case under Chapter 7 or 13, that I have served a copy
11 of this order with the motion pursuant to LR 9014(g), and that no party has
12 objection to the form or content of the order.

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